

GENERAL TERMS AND CONDITIONS

of Clubco Vlněna, spol. s r.o.

Company registration number: 080 94 233, with its registered office at CTPark Humpolec 1571, Humpolec, postcode: 396 01, Czech Republic,
registered in the Commercial Register maintained by the Regional Court in České Budějovice, section C, insert 28684

1. TERMS AND DEFINITIONS

Unless required otherwise by the context, the following terms used in these General Terms and Conditions have the meaning specified below:

Complex	An office complex known as Vlněna or any parts thereof, including possible future changes, modifications or extensions, in accordance with the description provided in the Appendix to these General Terms and Conditions;
Benefits	Selected Services provided free of charge within the relevant Membership based on the Contract;
Building	Structure located in the Complex, on plot of land no. 23/28 and 32/10, cadastral area Trnitá, Brno municipality;
Price list	Our current price list describing current Membership and/or Service fees;
Co-working Manager	A person authorized by Clubco to deal with Clients;
Member	A Client who purchased a Membership;
Membership	A set of Client's rights and obligations to the agreed extent, arising from the Contract;
Commencement Date	The day you choose when creating the Order as the commencement date of Membership and/or Services;
House Rules	A set of rules defining the conduct in the Premises and in the Building issued and updated from time to time by the Complex owner;
Help Line	A phone number provided in the Portal which you can use to contact us if you have any questions or if you need to solve any problems related to the Contract or the Portal;
Client or You	Natural or legal person that has entered into a Contract with us through the Portal, based on which they benefit from the Membership, and/or to whom we provide Services under the Contract;
Order	Your order of Membership and/or Services created in the Portal or with the help of the Co-working Manager in accordance with these General Terms and Conditions ("GTC");
Civil Code	Act no. 89/2012 Sb. of the Civil Code, as amended;
Restrictions connected to COVID-19	(i) The restrictions and limitations approved by the Authorities to prevent the spread of the infection and/or the impact of the infectious disease COVID-19 (severe acute respiratory disease caused by SARS-CoV-2), for example a state of emergency condition, travel ban, curfew, ban on the provision of services and closing of retail shops, closing of accommodation facilities, ban on cross border public transport etc. and/or (ii) measures

taken by third parties with regard to the spread of COVID-19, resulting in a delay or non-fulfilment of obligations of these third parties;

Portal	Clubco's co-working web interface and/or Clubco Co-working Application (" Application "); you can find the Portal login link on our Website;
Working Day	Any day except Saturdays and Sundays when banks in the Czech Republic are open to provide services to the general public;
Salto Application	Means SALTO KS Application providing Clients with access to the Premises or to designated parts of the Premises;
List of Contractual Penalties	Document forming an appendix hereto specifying contractual penalties related to specific breaches of the Contract or these GTC;
Services	Services provided by us and offered to the Clients that can be ordered by the Clients in accordance with these GTC;
Contract	Any Membership Contract or Service Agreement entered into with us;
Membership Contract	Contract entered into with us through the Portal based on which, upon paying a fee, you become our Member and obtain rights and obligations resulting from the agreed Membership;
Service Agreement	Agreement entered into with us through the Portal based on which we will provide you with the agreed Services upon paying a fee;
Common Areas	Areas marked as common in the plan of the Premises;
Consumer	Natural person who enters into a Contract with us beyond the scope of business;
Authority	Any competent state administration body;
Force Majeure	Exceptional events or circumstances that cannot be foreseen or prevented by the Contracting Party, including, but not limited to natural disasters, earthquakes, war, revolution, civil commotions, rebellion, expropriation, nationalization, nuclear explosion, radioactive or chemical contamination or ionizing radiation, disputes of any nature between employers and employees, Authorities not respecting statutory periods and not acting in a reasonably foreseeable manner, civil associations and/or non-governmental organisation, legal or natural persons raising objection in administrative proceedings, and other circumstances beyond the reasonable control of the Contracting Party, where a lack of funds does not constitute a Force Majeure event;
General Terms and Conditions ("GTC")	These General Terms and Conditions which form an integral part of the Contract;
Website	www.clubco.cz website;
Customer Account	Client's customer account in the Portal.

2. WHO WE ARE AND WHAT WE DO

- 2.1 Our company runs a modern concept of Clubco co-working offices in Vlněna Business Park Complex. We offer our Clients an opportunity to start and develop their business in design Premises consisting of workplaces, common areas, meeting and event rooms, kitchenettes and a coffee bar, equipped with all necessary technologies and services the Clients may need to concentrate on their business within the Premises. In the Premises, Clients have the opportunity to meet with other Clients, share their knowledge and experience, and expand their circles of customers and business partners.
- 2.2 Further, we operate a Portal through which the Clients can order the Membership and/or our Services, enter in a Contract and pay for the ordered items, and Salto Application providing the Clients with access to the Premises, in the manner and under conditions described below.

3. WHAT DOCUMENTS GOVERN OUR RELATIONSHIP?

- 3.1 These GTC regulate our rights and obligations arising in relation to or based on the Contract entered into through the Portal or in certain cases in writing pursuant to Section 1751 (1) of the Civil Code.
- 3.2 These General Terms and Conditions form an integral part of the Contract; if we agree on different conditions in writing, these will prevail over the provisions contained in these GTC.
- 3.3 You are obliged to become familiar with these GTC before entering into any Contract.

4. PORTAL, SALTO APPLICATION AND CUSTOMER ACCOUNT

- 4.1 Through the Portal and through your Customer Account you can order and book a Membership and/or Services, and enter into a Contract with us.
- 4.2 In the Portal you can find:
 - 4.2.1 Current offer of all valid types of **Membership**;
 - 4.2.2 Current offer of **Benefits** connected to each Membership;
 - 4.2.3 Current offer of Services;
 - 4.2.4 Information about the availability of particular Memberships or Services and the List of Fees;
 - 4.2.5 Access to the Client's **Customer Account**; and
- 4.3 The Customer Account includes:
 - 4.3.1 Your contact details;
 - 4.3.2 Currently purchased and/or ordered Membership and Services;
 - 4.3.3 Payment methods entered and used by you;

- 4.3.4 Identification data of persons allowed by you to benefit from the Office Membership;
 - 4.3.5 List of made Contracts and issued invoices; and
 - 4.3.6 Your Order history in the form of invoices issued by us for the Membership and/or Services (we suppose that the history of the last consecutive 365 days will be stored).
- 4.4 After registering in the Portal, every Client will create their Customer Account. When setting up the Customer Account it is necessary to provide information marked as “required” in the Portal, particularly:
- 4.4.1 In case of a **Consumer**, your personal and contact details, in particular your name, surname, date of birth, address, phone number and email address;
 - 4.4.2 In case of an **entrepreneur**, your personal and contact details, in particular your name, surname, date of birth, company registration number, address or place of business, phone number and email address;
 - 4.4.3 In case of a **legal person**, company name, company registration number, registered office and contact person details, in particular name, surname, phone number and email address;
- 4.5 Use your email address as your Customer Account login. Every Client then chooses a password to their Customer Account. We can verify your identity during and/or after the registration at the provided email address.
- 4.6 If you wish, you can save your payment methods in your Customer Account to facilitate future payments of Orders.
- 4.7 We are entitled to limit the use of your Customer Account anytime or to cancel your Customer Account in case of terminating the Contract for reasons on your part.
- 4.8 You can set up multiple Customer Accounts; however, one email address can only be used as the login name for one Customer Account.
- 4.9 You will get access to the Premises and/or to a booked room through Salto Application (in particular in case of Office Membership, Meeting Room or Focus room Benefit etc.). You will leave the Premises using Salto as well.

5. HOW TO USE THE PORTAL & SALTO

- 5.1 The access to and the use of the Portal and Salto Application by the Client is free of charge. However, for the avoidance of doubt, we hereby expressly inform you that every Client bears his/her own costs incurred in connection with the use of the Portal, for example internet connection costs.
- 5.2 Any Client interested in entering into a Contract with us has to set up a Customer Account and provide all details marked as required.

- 5.3 The Portal is accessible 7 (seven) days a week, 24 (twenty-four) hours per day, except for exceptional maintenance and repairs. We have the right to limit or terminate the operation of the Portal at any time. In such a case we are not liable for any damage caused by this limitation or termination of the Portal activity.
- 5.4 Every Client is obliged to have the Salto Application installed. Upon paying for the relevant Membership, access details will be sent to the email address provided by you during the registration of your Customer Account, which you will use for logging in the Salto Application.
- 5.5 The Clients are aware that Clubco will use Salto Application for recording the time spent by the Client in the Premises, as well as for verifying the obligatory Maximum Number of Persons.
- 5.6 When using the Portal, you are obliged to follow these GTC and legislation of the Czech Republic.

6. DESCRIPTION OF THE PREMISES

- 6.1 You can use the following Premises based on the selected type of Membership or Services:
- 6.1.1 Administrative premises, including the sanitary facilities in the basement (first floor under ground) of the Building;
- 6.1.2 Administrative premises, including the sanitary facilities on the ground floor (first floor above ground), second floor floor (second floor above ground), third floor floor (third floor above ground) and fourth floor floor (fourth floor above ground) of the Building;
- This part of the Premises is designated for Clients with Hot Desk or Fixed Desk Membership, and there are also offices for Clients with Office Membership. There are common areas which serve all Clients.
- 6.1.3 Garages on the second floor under ground of the Building.
- This part of the Premises is only for Clients with a paid Parking service.
- 6.2 The Premises are specified in more detail in the plan which forms Appendix 1 to these GTC.
- 6.3 The Premises are open to Clients 24 (twenty-four) hours a day, 7 (seven) days a week.

7. MEMBERSHIP AND SERVICES

- 7.1 We offer the following types of Membership to our Clients: (i) **Hot Desk**, (ii) **Fixed Desk** and (iii) **Office**.
- 7.2 There are specific parts of the Premises designated for each Membership, as described in Article 6 hereof. All Clients have permanent access to the part of the Premises designated for the given type of Membership and/or Services.
- 7.3 **Hot Desk Membership** is offered to Clients who do not like stereotype and want to work from a different

place every day. Clients with Hot Desk Membership can use any vacant workplace in the Premises designated for Hot Desk Memberships. Hot Desk workplaces cannot be booked in advance.

7.4 We offer Hot Desk Membership with the following time options:

7.4.1 **Hot Desk Daypass Membership.** By purchasing the Hot Desk Daypass Membership you are entitled to enjoy its benefits for 8 (eight) consecutive hours. This Membership cannot be divided into several time periods. You can purchase this Membership repeatedly, provided that there are spare capacities in the Premises. You can use this Membership always on working days from 8:30 a.m. to 4.30 p.m.

7.4.2 **Hot Desk 20 Membership.** By purchasing the Hot Desk 20 Membership you are entitled to enjoy its benefits for 20 (twenty) hours in the given month which you can divide as you wish according to your needs. This Membership can be purchased for 1 (one) month, 12 (twelve) months or for an indefinite period of time.

7.4.3 **Hot Desk 40 Membership.** By purchasing the Hot Desk 40 Membership you are entitled to enjoy its benefits for 40 (forty) hours in the given month which you can divide as you wish according to your needs. This Membership can be purchased for 1 (one) month, 12 (twelve) months or for an indefinite period of time.

7.4.4 **Hot Desk 80 Membership.** By purchasing the Hot Desk 80 Membership you are entitled to enjoy its benefits for 80 (eighty) hours in the given month which you can divide as you wish according to your needs. This Membership can be purchased for a definite period of 1 (one) month, 12 (twelve) months or for an indefinite period of time.

7.4.5 **Unlimited Hot Desk Membership.** By purchasing the Unlimited Hot Desk Membership you are entitled to use its benefits in the given month without limits. This Membership can be purchased for a definite period of 12 (twelve) months or for an indefinite period of time.

7.5 We offer **Fixed Desk Membership** to Clients who prefer to work at their own table. Clients with Fixed Desk Membership have the right to use their workplace assigned to them upon signing a Handover Report, including an office chair and a locker. Fixed Desk Membership can be purchased for a definite period of 12 (twelve) months or for an indefinite period of time.

7.6 We offer **Office Membership** to Clients who need their own private and lockable office and/or to Clients who like to work in a team. We offer offices of three different sizes for 3 (three) to 16 (sixteen) persons (i.e. consisting of a table, office chair and locker). Office Membership can be purchased for a definite period of 12 (twelve) months or for an indefinite period of time.

In case of Office Membership, we will agree on the number of people allowed to use the office, and at the same time we will determine the maximum number of people who can be in the Premises at the same time ("**the Maximum Number of People**"). People entitled to use your office must have Salto Application installed. In the Portal you will be able to grant rights to use the Premises, your Office and Services to specific persons with Salto Application installed, on your own responsibility and at your own expense.

Repeated violation of the agreed Maximum Number of People constitutes a material breach of the Contract. Clubco is entitled to demand a Contractual penalty according to the List of Contractual Penalties for each breach of the Maximum Number of People.

7.7 **Benefits.** We can offer you certain Benefits with each Membership free of charge. The currently provided Benefits are always specified in the Price List which is available in the Portal. The provided Benefits will be displayed in your Customer Account after paying the Membership fees. They can include the following:

7.7.1 **BW printing.** The BW printing Benefit allows you to print out certain number of black and white pages free of charge. Printing is possible through the Application or by card which you can collect at the reception.

7.7.2 **CLR printing.** The CLR printing Benefit allows you to print out certain number of pages in colour free of charge. Printing is possible through the Application or by card which you can collect at the reception.

7.7.3 **Focus Room.** The Focus Room Benefit allows you to book the Focus Room for a certain period of time, e.g. for 1 (one) hour, free of charge.

7.7.4 **Meeting Room.** The Meeting Room Benefit allows you to book the Meeting room for a certain period of time, e.g. for 1 (one) hour, free of charge.

7.7.5 **Trial Day.** As a part of the Trial Day Benefit you will get free access to the Premises from 8:30 a.m. to 4:30 p.m. to try working in the Premises.

7.8 How to order a Membership and/or Services?

7.8.1 You can order any Membership through the Portal. However, selected Memberships and/or Services require entering into a written Contract.

7.8.2 In the Portal you can choose the type of Membership, duration of Membership and Commencement Date, or the type of Service, its amount and Commencement Date. Spare capacities for the given type of Membership and/or Service will appear. By clicking on the "Order" button, you create an Order.

7.8.3 If the required Membership does not appear as available, or if are interested in entering into a written Contract with us, please contact the Co-working Manager, who will inform you about the availability of Membership and/or Services and help you create a written Order.

7.9 In case of Daypass, Hot Desk 20, Hot Desk 40, Hot Desk 80, Unlimited Hot Desk and Fixed Desk Membership, the Membership Contract is made and relevant rooms booked at the time of confirming the Order delivered to you through the Portal. Upon paying the relevant fee and the Deposit, we will send you a confirmation of entering into the Contract and an issued invoice.

7.10 In case of Office Membership, the Contract must be made in writing. In this case the Contract is made at

the moment of its signing by the other Contracting Party.

8. PROVISION OF RELATED SERVICES.

8.1 To be able to focus solely on your tasks or business in the Premises, you can, in addition to the Membership and related Benefits, use Services described in more detail below.

8.2 The Membership and the Membership price include the following Services:

8.2.1 **Bike room.** Bike room is a place dedicated for parking bicycles, scooters and similar vehicles. The Bike Room is not intended for parking motorcycles and other motor vehicles. In specific cases, we are entitled to determine whether a vehicle can or cannot be parked in the Bike Room (in particular due to its size). The Bike Room is located on the first floor under ground of the Building. The Bike Room does not have to be booked in advance. We do not guarantee the capacity of the Bike Room. It works on the “first come, first serve” basis. Clients are obliged to duly secure their vehicles. We are not liable for lost or damaged vehicles.

8.2.2 **Power.** The Premises are heated, air-conditioned and we provide power and water supplies.

8.2.3 **Internet.** All Clients have unlimited access to a shared high-speed internet connection.

8.2.4 **Coffee bar.** All Clients can use the coffee bar where they can buy selected refreshments. The Coffee bar is open to public as well.

8.2.5 **Community.** Our Clients can participate in public events organized in the Common Areas.

8.2.6 **Kitchenette.** All Clients can use the equipped kitchenette located on each floor. There is unlimited amount of tea, coffee and water in the kitchenette for the Clients.

8.2.7 **Unlimited access.** All Clients have unlimited access (based on the selected Membership and/or Services) to the part of the Premises designated for the given type of Membership and/or Services. The Premises are accessible 7 (seven) days a week, 24 (twenty four) hours per day.

8.2.8 **Mail.** On workdays and during the opening hours of the Reception we accept regular and registered mail, non-delivery notices to be delivered to own hands and other consignments of standard sizes free of charge. We are entitled to refuse to take over oversize consignments (i.e. in particular those which have to be handles using a trolley or another device). We will inform you that a consignment is stored at the Reception by sending an email to the contact email address provided in your Customer Account. If a registered letter and/or a non-delivery notice to be delivered to your own hands are stored at the Reception, we will also send you a scan of the envelope of the letter and/or notice by email. You can also ask the receptionist whether you have any mail at the Reception.

8.2.9 **Reception.** The Clients can use the Reception which is open from 8 a.m. to 4:30 p.m. on working days.

- 8.2.10 **Common Areas.** All Clients can use the parts of the Premises marked as Common Areas. Common Areas are for all Clients. Clients can participate in any social event organized in the Common Areas.
- 8.2.11 **Terraces.** Our Clients can also use the terraces as Common Areas for particular types of Memberships. The terrace located on the ground floor, or more precisely on the first floor above ground, is accessible to all Clients. The terrace on the second floor above ground can be used by Clients with Office Membership.
- 8.2.12 **Cleaning.** Regular cleaning is carried out in all Premises, in offices for Members with Office Membership, including Meeting Rooms. Common parts of the Premises and Meeting Rooms are cleaned every working day. Offices for Members with Office Membership are cleaned 2x (twice) a week.
- 8.3 If you wish, you can order the following Services for fees specified in the Price List; these Services are paid through the Portal:
- 8.3.1 **Event Room.** The Clients can use the Event Room located on the first floor above ground of the Building. The Event Room can be booked at available times which you can learn from the Co-working Manager. When booking the Event Room, Clients can order catering at the Reception which will be delivered directly to the Event Room at the booked time. When booking the Event Room, you can order the layout of the Event Room according to your needs (party, lecture, workshop). Upon signing the Contract, we are entitled to request the deposit and/or the whole fee to be paid in advance, specifically within 5 (five) working days after signing the Contract, unless agreed otherwise. You are obliged to leave the Event Room when the booked time expires, as it can be booked by other Clients.
- 8.3.2 **Extra cleaning.** Clients with active Office and/or Fixed Desk Membership can order an extra cleaning in addition to the regular cleaning in accordance with paragraph 8.2.11 hereof, at prices as per the current Price List.
- 8.3.3 **Catering.** Clients can order and purchase selected Refreshment at the Reception at prices as per the current Price List. Clients can collect the Refreshment in the Coffee Bar or have it delivered to the Meeting Room on the day and time specified by the Client. You can pay for the Refreshment through the Portal. Refreshment must be ordered minimum 2 working days in advance, unless we can't guarantee it.
- 8.3.4 **Meeting Room.** The Clients can use the Meeting Rooms located on the first floor under ground and first floor above ground of the Building. The Meeting Room can be booked at available times displayed in the Portal. You are obliged to leave the Meeting Room when the booked time expires, as it can be booked by other Clients.
- 8.3.5 **Focus Room.** Clients, who need to work without being disturbed, can use so called Focus Rooms located on the first floor under ground of the Building. The Focus Room can be booked at

available times displayed in the Portal. You are obliged to leave the Focus Room when the booked time expires, as it can be booked by other Clients.

8.3.6 **Printing.** There are two high-capacity printers in the Premises. All Clients can use the high-capacity printer located on the first floor above ground. The high-capacity printer located on the second floor above ground can only be used by Clients with active Office Membership. Printing of colour and black and white pages is charged as per the current Price List. The Printing Service can be used upon paying for the Printing Service to the extent of the paid Service according to current technical possibilities of Clubco, either (i) through the Portal, or (ii) by card which will be ready for collection at the Reception.

8.3.7 **Virtual Office.** Our Clients have the opportunity to register their company office at the address of the Premises. The Virtual Office Service is charged as per the current Price List. We offer the Mail Service to Clients who entered into the Virtual Office Contract with us. Detailed conditions can be found below.

8.3.8 **Parking** Clients interested in Garage parking can book a parking place at the Reception. Parking is charged as per the current Price List. Upon paying for the Parking Service, Clients will be provided with a parking card to enter and exit the Garages, and they will be assigned a specific parking place. Clubco is entitled to make the purchase of the Parking Service possible through the Portal. Clients are obliged to duly secure their vehicles. We are not liable for lost or damaged vehicles.

8.4 We have the right to change the scope or content of the offered Services at any time.

8.5 We can temporarily discontinue or suspend the provision of any Service at any time, in particular due to an accident or for other reasons, for which we bear no liability, for example if required by law. Further, we reserve the right to discontinue, suspend or limit the supply of any power for a necessary period of time to perform repairs or construction works, or for other reasons for which we bear no liability; we will inform you of any such scheduled suspension in advance.

9. **FOR HOW LONG CAN I PURCHASE A MEMBERSHIP?**

9.1 You can purchase **Hot Desk Daypass** Membership for 8 (eight) consecutive hours on the selected day, even repeatedly.

9.2 **Hot Desk 20, Hot Desk 40 and Hot Desk 80** Membership can be purchased for:

9.2.1 A definite period of 1 (one) month – flexi or 12 (twelve) months, or

9.2.2 For an indefinite period of time.

9.3 **Hot Desk Unlimited, Fixed Desk and Office** Membership can be purchased for:

9.3.1 A definite period of 12 (twelve) months, or

9.3.2 For an indefinite period of time.

- 9.4 **Hot Desk 20, Hot Desk 40 and Hot Desk 80** Membership purchased for a definite period of 1 (one) month – flexi – commences on the day ticked as the Commencement Date of Membership when creating the Order in the Portal, and terminates on the day numerically corresponding to the Commencement Date.

Example no. 1: Commencement Date of Membership is 17 January 2021. Your Membership will terminate on 17 February 2021.

Example no. 2: Commencement Date of Membership is 1 February 2021. Your Membership will terminate on 01 March 2021.

- 9.5 We are entitled to set a minimum time unit for which the **Hot Desk 20, Hot Desk 40 or Hot Desk 80** Membership can be used; this minimum unit will not exceed 10 (ten) minutes.

Example no. 1: You spend 23 (twenty three) minutes in the Premises in total. 23 (twenty-three) minutes will be deducted from the current amount of time available to you.

Example no. 2: You spend 5 (five) minutes in the Premises in total. 10 (ten) minutes will be deducted from the current amount of time available to you.

10. FEES, PRICE LIST, DEPOSIT AND PAYMENT TERMS

- 10.1 Which prices will we charge?

10.1.1 Membership and/or Services will be always charged as per the Price List valid as of the day of entering into the relevant Contract.

10.1.2 Prices are in CZK excl. VAT. The total Order price is shown rounded to the nearest whole number.

- 10.2 Where can I find the current **Price List**?

10.2.1 The current Price List can be found on the Website and in the Portal.

- 10.3 What is a **Deposit** and what is it used for?

10.3.1 A Deposit is the amount used to secure our possible claims from you and/or to pay for overdrawn Membership and/or Services.

10.3.2 By paying the Deposit you agree that the amount corresponding to the Deposit will not bear interest.

10.3.3 We are entitled to use the Deposit to pay your debts, if we have an outstanding claim from you which is not paid.

- 10.4 When are you obliged to pay the Deposit and what happens, if you do not pay it in time?

- 10.4.1 Clients who order selected types of Memberships from us are obliged to pay a Deposit based on the value of the relevant Membership within 5 (five) days from entering into the Contract. If you fail to pay the Deposit, we are entitled to withdraw from the Contract, and you will not be able to use the Membership to which the Deposit relates.
- 10.4.2 When creating a new Order for entering into a Contract, implying the Client's obligation to pay a higher Deposit than the one actually paid, you will be obliged to pay the relevant additional part of the Deposit. If you fail to pay the additional amount of the Deposit, we will be entitled to withdraw from the Contract and you will not be able to use the Membership and/or Services.
- 10.4.3 Further, you are obliged to pay the additional part of the Deposit every time we inform you that we have used the Deposit or its part to pay any of your outstanding debts and/or overdrawn Membership and/or Services, within 5 (five) working days after receiving the notice through the Portal or otherwise.
- 10.4.4 If you fail to pay the Deposit and/or the additional part of the Deposit within the specified time, we are entitled, at our discretion, to (i) withdraw from the relevant Contract, and/or (ii) suspend your Membership and refuse to provide Services in accordance with previously made Contracts, and/or to demand a Contractual Penalty as per the List of Contractual Penalties.
- 10.5 How much is the required Deposit?
 - 10.5.1 When entering into a Contract on **Hot Desk 20, Hot Desk 40 and Hot Desk 80 Membership for a definite period of 1 (one) month**, we will require a Deposit of 1 (one) monthly fee for the relevant Membership.
 - 10.5.2 When entering into a Contract on **Hot Desk 20, Hot Desk 40, Hot Desk 80, Unlimited Hot Desk, Fixed Desk and Office Membership for a definite period of 12 (twelve) months or for an indefinite period of time**, we will require a Deposit of 2 (two) monthly fees for the relevant Membership.
- 10.6 When will I get my Deposit back?
 - 10.6.1 After the termination of the Membership we will check whether we record any claims from you. In order to expedite our settlement and return of the Deposit or its part, the outstanding claims from you become due at the moment of the termination of your Membership.
 - 10.6.2 If we do not record any claims from you, we will return the Deposit to the bank account from which it was paid within 60 (sixty) days.
 - 10.6.3 If we find out that we record an outstanding claim from you, we will set it off against the obligation to return the Deposit and return the possible balance to the bank account from which it was paid within 60 (sixty) days.
- 10.7 What are the payment terms for Membership and Service fees?

- 10.7.1 The **Hot Desk Daypass Membership fee** and the **Membership fee for a definite period of 1 (one) month – flexi** – is due at the moment of entering into the Contract.
- 10.7.2 The **Membership fee for a definite period of 12 (twelve) months or for an indefinite period of time** is due monthly, always on the twentieth day of the month preceding the calendar month for which the Membership is paid. The first payment is due at the moment of entering into the Contract. If the Commencement Date of Membership selected by the Client falls on a different day than the first day of the month, the first payment will consist of a proportional part of the Membership fee calculated according to the formula “a percentage of the monthly fee for the relevant Membership and 30 multiplied by the number of days from the Commencement Date of Membership until the end of the given calendar month”. If the day of entering into the Contract falls on the 20th (twentieth) or later day of the month, the fee for the following month of Membership is due along with the first proportionate part of the fee.
- 10.7.3 Clients with a Membership for an indefinite period of time or for a definite period of 1 (one) month will pay for Services, except for the Event Room, through the Portal based on a monthly invoice. Other Clients will pay for the Services, except for the Event Room, through the Portal before the provision of the Services.
- 10.7.4 If you wish to receive an advance invoice, the Co-working Manager will issue the invoice on your request after submitting the Order.
- 10.7.5 By entering into the Contract you agree with electronic invoicing in accordance with the VAT Act.
- 10.7.6 The respective invoice will be sent to the Client’s email address provided during the Customer Account registration upon paying for the Membership and/or Service order.
- 10.8 What happens if I overdraw the Membership and/or the Services?
- 10.8.1 Overdrawing the Membership and/or Services means that you have spend more time in the Premises than agreed. If you do not clock off duly when leaving the Premises, we presume that you have not left the Premises and that you are using the Membership and/or Services.
- 10.8.2 If you overdraw the **Daypass** Membership and spend more time in the Premises, we will charge you CZK 60 (sixty Czech crowns) for each additional hour spent in the Premises.
- 10.8.3 If you overdraw the **Hot Desk 20, Hot Desk 40 or Hot Desk 80**Membership, we will charge you CZK 60 (sixty Czech crowns) for each additional hour spent in the Premises in the given month.
- 10.8.4 If you overdraw the **Hot Desk Unlimited, Fixed Desk and Office** Membership entered into for a definite period of time, your Membership will be extended for 1 (one) month.
- 10.8.5 If you overdraw the Meeting Room, Focus Room, or Event Room Service, the Service will be extended for 1 (one) more hour. Unless we agree otherwise at the Reception (in case of spare

capacities), the extension of the Service does not release you from your obligation to leave the Meeting Room, Focus Room or Event Room after the lapse of the agreed time.

- 10.9 If you overdraw the Membership and/or Services, we are obliged to account for the outstanding payment and suspend the use of the Membership and/or Services until the outstanding amount is paid. Failure to pay the fee for an overdrawn Membership and/or Services within the additional period provided to you constitutes a material breach of the Contract.
- 10.10 You can pay for the Membership in the following way:
- 10.10.1 By a cashless payment using a payment card via a secured internet payment gate operated by Stripe Payments Europe, Ltd. which is a part of the Portal; or
- 10.10.2 By a cashless payment order; or
- 10.10.3 In any other manner according to our current offer in the Portal, for example by our coupons or vouchers etc.
- 10.11 How do we refund the paid fees if the Contract is terminated?
- 10.11.1 After the termination of the Contract, we will verify whether we record any claims from you and whether and what amount of the paid fee should be refunded to you in accordance with these GTC. In order to expedite our settlement and return of the Fee or its part, the outstanding claims from you become due at the moment of receiving your request for the return of the Deposit.
- 10.11.2 If we do not record any claims from you, we will return the respective amount to the bank account from which the fees were paid within 60 (sixty) days.
- 10.11.3 If we find out that we record an outstanding claim from you, we will set it off against the obligation to refund the paid fee or its part and return possible balance to the bank account from which the fees were paid within 60 (sixty) days.
- 10.12 We do not accept any discount vouchers, e-vouchers, gift vouchers or any other vouchers not issued by us, and these vouchers cannot be used to pay for the Membership or Services.
- 10.13 If you select a cashless payment by a bank card as the payment method, follow the steps communicated to you at the payment gateway during the payment. Before using a payment gateway, you are obliged to become familiar with relevant terms and conditions regulating its use. Please note that we are not liable for possible damage caused to you as a result of paying an order through a payment gateway, as the data provided when making the payment are data provided to the payment gateway provider.
- 10.14 The **Membership fee for a definite period of 12 (twelve) months or for an indefinite period of time** is subject to modification (i.e. indexation) of 3.0% increase for each year of Membership effective from the 1st (first) day of the second and any following year of Membership.

- 10.15 If in doubt, any amount is considered paid on the day of its crediting to our bank account.
- 10.16 If the owed amounts are paid only in part, it is presumed that the partial payment covers the outstanding payments in the following priority order: Deposit, interest on late payment, contractual penalty, principal of the outstanding amount (in particular the Membership fee).
- 10.17 If you fall into arrears with any payment, you will be obliged to pay a daily interest on late payment in the amount of 0.05% (five hundredth of per cent) of the outstanding amount for each new day of delay.
- 10.18 Any delayed payment is considered a material breach of the Contract.
- 10.19 Unless stated otherwise in a specific case, or unless agreed otherwise by a written Contract, the payment is due within 14 (fourteen) days from the day of delivering the relevant notice or invoice.
- 10.20 By entering into the Contract you give us consent to set off claims even if the claims are denominated in different currencies.

11. ENTERING INTO THE CONTRACT

- 11.1 If you are interested in the Membership and/or provision of our Services, you need to install the Application on your mobile phone or similar device.
- 11.2 In case of **Hot Desk Daypass, Hot Desk 20, Hot Desk 40, Hot Desk 80, Unlimited Hot Desk and Fixed Desk Membership**, the Membership Contract is made and relevant rooms booked at the time of confirming the Order delivered to you through the Portal. Upon paying the relevant fee and the Deposit, we will send you a confirmation of entering into the Contract and an issued invoice. If you wish to enter into any other written Contract with us, please contact the Co-working Manager.
- 11.3 In case of **Office Membership, Event Room and/or Virtual Office Service**, it is necessary to enter into a written Contract. In this case the Contract is made at the moment of its signing by the other contracting party.
- 11.4 How do we enter into a mutual Contract through the Portal?
- 11.4.1 You will create a Membership and/or Service Order in the Portal. The final Order price (the sum of fees), or the Deposit amount related to the ordered Membership and/or Services, will be displayed in the Portal.
- 11.4.2 You can change the content of the Order, or cancel your Order, before submitting.
- 11.4.3 If you agree with the content and price of the Order, or with the Deposit, you can submit the Order.
- 11.4.4 Once we confirm the Order a Contract is made.
- 11.5 Once the Order is paid, we will generate a confirmation of entering into a Contract, which will be sent to

your email address provided in the Customer Account.

12. RIGHTS AND OBLIGATIONS OF MEMBERS AND CLIENTS

12.1 You are entitled to enjoy the benefits of the Membership upon paying the relevant Order and/or relevant parts (in particular in case of monthly or other repeated payments). The Commencement Date of Membership always starts no sooner than after paying the Order.

12.2 If you make all payments in accordance with the Contract duly and timely, you will be able to enjoy the agreed benefits of the Membership and/or the agreed Service.

12.3 Access to the Premises and provision of Services

12.3.1 The Premises are accessible 7 (seven) days a week, 24 (twenty four) hours per day. Therefore, you can use the Premises upon paying the relevant Membership and/or Service fee within your Membership and/or Service anytime in the booked time.

12.3.2 There may be a delay between the payment of the Membership Order and the registration of the payment in our system. Therefore, if you opted for using the Membership and/or Services from the day of payment of the Order, but you are not able to use the Services, please contact our Receptionist or the Co-working Manager from 8 a.m. to 4:30 p.m. on working days, and we will try to process your request as soon as possible.

12.4 How can I use the Premises?

12.4.1 If you opted for **Fixed Desk and/or Office Membership**, there will be a Handover Report prepared for you and signed at the Reception from 8 a.m. to 4:30 p.m. on working days, based on which we will hand over to you and you will be able to start using your Workplace or your Office. Clients opting for another Membership can start using their Membership from the Commencement Day of Membership.

12.4.2 At the entrance to the Premises, as well as at the entrance to the Terrace on the ground floor, there are **login devices** installed. Every Client is obliged to log in to the login device using their phone and the Application when entering the Premises and log out in the same way when leaving the Premises. Repeated violation of this obligation is considered a material breach of the Contract.

12.4.3 If you plan to use the Meeting Room, Focus room, Event Room and/or Parking Benefit or Service, you will find the number of the room and/or the parking place you have booked in the Portal and/or at the Reception. If necessary, you can contact the Receptionist or the Co-working Manager from 8 a.m. to 4:30 p.m. on working days.

12.4.4 Clients are obliged to use the Premises in accordance with legal regulations. Unless defined otherwise herein, violation of legal regulations in the Premises or in connection to the Premises and/or to the Contract is considered a material breach of the Contract.

- 12.4.5 The Premises serve for Clients' business activities. Every Client is obliged to use the Premises in such a way so that they do not disturb other Clients in using them. Designated parts of the Premises can be used only by certain Members. Repeated disturbance of other Clients above a reasonably expected level is considered a material breach of the Contract.
- 12.4.6 By signing the Contract you declare that you are familiar with the character and layout of the Premises and that other Clients can move around the Premises too, except for offices designated for the Office Membership. Every Client is therefore obliged to protect their items brought into the Premises. We are not liable to Clients for possible losses.
- 12.4.7 The Event Room, when not booked for the designated purpose, will serve for Hot Desk Membership. Clients will find the dates, when they can use the Event Room within their Hot Desk Membership, and the dates when it is booked for other purposes and when Clients are not allowed to use it, on an information board located in front of the Event Room. Impossibility of the Clients to use workplaces (Hot Desk) in the Event Room does not give them the right to a discount on fees or other compensation.
- 12.4.8 By signing the Contract you further declare that you are aware that the Premises can be used by persons whose business is competitive to yours.
- 12.4.9 Particularly, it is forbidden to carry out any activities constituting a crime or administrative transgression, or activities contrary to the competition rules or legal regulation in the Premises. It is forbidden to bring weapons and hazardous substances to the Premises. Violation of this ban is considered a material breach of the Contract.
- 12.4.10 Clients cannot claim the use of the Common Areas and in case of full occupancy they are not entitled to any compensation. Similarly, Clients cannot claim compensation, if there is any social event held in the Common Areas resulting in no capacity of the Common Areas for their further use.
- 12.4.11 One workplace may only be used by one person. Workplace sharing is permitted only temporarily (for example for a short meeting) and with the consent of both (or all) persons sharing the workplace. Workplace sharing must not disturb other Clients. Repeated violation of this ban is considered a material breach of the Contract.
- 12.4.12 We have permanent access to the Premises for cleaning, maintenance and repair purposes and to check whether the Premises are used in accordance with the Contract, and for other justified reason. Clients are not entitled to any compensation in case of our entry into the Premises.
- 12.4.13 When in the Premises, each Client is obliged to comply with the House Rules available in the Portal and at the Reception.
- 12.4.14 You are aware, that the supply of any power can be discontinued or suspended due to an accident or for other reason, for which we bear no liability, for example if required by law. We reserve the right to discontinue, suspend or limit the supply of any power for a necessary period

of time to perform repairs or construction works; we will inform you of any such scheduled suspension as soon as possible. Unless agreed otherwise in advance, in case of a discontinuation or suspension of the supply of any power, you are not entitled to a discount on the Membership or Service fee or to any other compensation.

12.5 Disposing of our property

12.5.1 All equipment of the Premises is our property.

12.5.2 Clients are not entitled to alter, change or damage our property or to move our property without a prior written consent of our company. Repeated violation of this ban and/or causing damage (even negligent) to our property is considered a material breach of the Contract.

12.6 Your property brought to the Premises

12.6.1 Clients are not entitled to bring valuable items, larger amounts of money and documents constituting the Client's trade secret, or documents the loss of which could cause damage to the Client, weapons and hazardous substances to the Premises, and these things may not be stored in lockers.

12.6.2 After the termination of the Contract, every Member using a locker is obliged to take their things from the locker no later than on the last day of their active Membership, and to return the keys and prepare a Handover Report with the Co-working Manager. Any items left in the locker after the termination of the Membership are considered useless waste left by you in the Premises deliberately. In such a case we will dispose of these items at your cost.

12.7 What is the Virtual Office and what are the rules of its use?

12.7.1 We offer the Virtual Office Service to the Clients as per the current Price List. Clients who entered into a Virtual Office Service Agreement with us are entitled to have their registered office in the Building. We are entitled not to provide the Virtual Office Service without giving a reason.

12.7.2 The Virtual Office Service Agreement must be made in writing.

12.7.3 Upon entering into the relevant Agreement, we will obtain the Building owner's consent with having the registered office located in the Building within 14 (fourteen) days, and keep the original at the Reception.

12.7.4 Further, upon entering into the relevant Agreement, we will provide a sign displaying your company name or a logo on a suitable place in the Premises, in the manner and size at our discretion, within 14 (fourteen) days. By entering into the Virtual Office Service Agreement you declare that you hold unlimited ownership rights to your logo and name, as well as to any other materials provided to us, including items protected by intellectual property rights, and you undertake to satisfy any possible claims which can be raised by authors or third parties based

on the use of the materials above, and to compensate us for any losses related to any claims.

12.7.5 The Client will arrange the change of data entered in the Commercial Register at their own cost.

12.7.6 As a part of the Virtual Office Service, our Reception will receive your mail and other consignments. We do not provide mail dispatch. Rules specified in Article 8.2.7. hereof apply for receiving mail and other consignments.

12.7.7 You are obliged to regularly check whether there is any mail or other consignments at the Reception for you. We are in no case liable for any damage caused by accepting your mail in accordance with the Agreement, including damage caused by missing any deadlines.

12.7.8 You are obliged to change the registered office of your company to an address other than the one where the Building is located no later than within 14 (fourteen) days from the termination of the Agreement. If you fail to meet this obligation, we are entitled to demand a contractual penalty according to the List of Contractual Penalties and you are obliged to pay this contractual penalty to us.

12.8 Portal and IT technologies

12.8.1 Clients are not entitled to install any devices or information technologies in the Premises without our consent.

12.8.2 Further, Clients are not entitled (i) to use the Portal or any part thereof for a purpose other than the purpose of its operation, (ii) to misuse, block, modify or otherwise change any part of the Portal, its functioning or data, and (iii) to use any mechanisms, software etc. which could have negative impact on the operation of the Portal.

12.8.3 Violation of this Article is considered a material breach of the Contract.

12.8.4 We are in no case liable for the level of our network or Internet connection, or for the level of information and data security in information technologies. Therefore, we recommend that all our Clients take security measures (such as encryption) which they consider appropriate for their business.

12.9 Clubco is entitled to demand a Contractual Penalty according to the List of Contractual Penalties for the breach of Client's obligations under Article 12 GTC.

13. DURATION, EXTENSION AND TERMINATION OF THE CONTRACT

13.1 Contracts made through the Portal become valid at the moment of our confirming the Order.

13.2 Contracts made in writing become valid at the moment of their signing by both Contracting Parties.

13.3 Membership Contracts are entered into (i) for a definite period of 1 (one) month, (ii) for a definite period of 12 (twelve) months and (iii) for an indefinite period of time.

13.4 We will automatically extend the **Hot Desk 20, Hot Desk 40, Hot Desk 80, Unlimited Hot Desk, Fixed Desk and Office Membership** entered into for a definite period of 1 (one) – flexi – or 12 (twelve) months after their expiration.

13.5 The Contract can be terminated only as described in the GTC.

13.6 If you enter into **Hot Desk Daypass Membership** Contract, you can cancel the Contract through the Portal before the commencement of the Membership. In this case we will refund the paid fee in full.

13.7 What to do, if you enter into a Contract with us, but you change your mind before the commencement of **Hot Desk 20, Hot Desk 40, Hot Desk 80, Unlimited Hot Desk, Fixed Desk and Office Membership**?

13.7.1 For Contracts made through the Portal, you can inform us through the Portal that you have changed your mind and cancel the Membership free of charge within one (1) month before the commencement of the Membership. In such a case, we will refund the paid Membership fee, as well as the paid Deposit, to your bank account from which the payments were made within 60 (sixty) days from the cancellation of the Membership.

13.7.2 If you cancel the Membership later than 1 (one) month before its commencement, provisions on the termination of the Contract hereof apply.

13.7.3 In case of cancelling the Membership in accordance with the Contract entered into for an indefinite period of time, you are obliged to pay a cancellation fee of twice the Membership fee for one (1) month. We will offset the obligation to pay the cancellation fee against our obligation to refund the paid fee.

13.8 What to do, if you wish you cancel the paid Meeting Room or Focus Room Service?

13.8.1 You can cancel the Meeting Room or Focus Room Service through the Portal. In case of cancelling the Service more than twelve (12) hours before the commencement of the booked period, we will refund 100% of the paid fee. If you cancel the Service less than 12 (twelve) hours before the commencement of the booked period, we are entitled to charge a cancellation fee based on the time of cancellation:

(a) If you cancel the Service 6 (six) to 12 (twelve) hours before the commencement of the booked period, you are obliged to pay a cancellation fee of 10% of the paid fee. We will offset the obligation to pay the cancellation fee against our obligation to refund the paid fee, and we will refund 90% of the paid fee.

(b) If you cancel the Service 3 (three) to 6 (six) hours before the commencement of the booked period, you are obliged to pay a cancellation fee of 50% of the paid fee. We will offset the obligation to pay the cancellation fee against our obligation to refund the paid fee, and we will refund 50% of the paid fee.

(c) If you cancel the Service less than 3 (three) hours before the commencement of the

booked period, you are obliged to pay a cancellation fee of 100% of the paid fee. We will offset the obligation to pay the cancellation fee against our obligation to refund the paid fee.

13.9 What to do, if you wish you cancel the paid Parking Service?

13.9.1 You can cancel the Parking Service through the Portal. If you cancel the Service more than thirty (30) days before the Commencement Day, we will refund 100% of the paid fee. In such a case, we will refund the paid Parking Service fee, as well as the paid Deposit, to your bank account from which the payments were made within 60 (sixty) days from the termination of the Contract.

13.9.2 If you cancel the Parking Service later than 1 (one) month before its commencement, provisions on the termination of the Contract hereof apply.

13.9.3 In case of cancelling the Parking Service in accordance with the Contract entered into for an indefinite period of time, you are obliged to pay a cancellation fee of twice the membership fee for one (1) month. We will offset the obligation to pay the cancellation fee against our obligation to refund the paid fee.

13.10 What to do, if you wish to cancel the paid Event Room Service?

13.10.1 You can cancel the booking of the Event Room by sending an event cancellation notice to the Co-working Manager. If you cancel the booking more than 30 (thirty) days before the day for which the Event Room was booked, we will refund 100% of the paid fee. If you cancel the booking less than 30 (thirty) days before the day for which the Event Room was booked, we are entitled to charge a cancellation fee based on the time of cancellation:

(a) If you cancel the booking 15 (fifteen) to 30 (thirty) days before the day for which the Event Room was booked, you are obliged to pay a cancellation fee of 50% of the paid fee. We will offset the obligation to pay the cancellation fee against our obligation to refund the paid fee, and we will refund 50% of the paid fee.

(b) If you cancel the booking less than 15 (fifteen) days before the day for which the Event Room was booked, you are obliged to pay a cancellation fee of 100% of the paid fee. We will offset the obligation to pay the cancellation fee against our obligation to refund the paid fee.

13.11 What to do, if you are not interested in extending the Membership?

13.11.1 If you are not interested in extending your Membership entered into for a definite period of one (1) month, you need to select the "Terminate Membership" option in the Portal no later than seven (7) days before the start of a new month. In this way you inform us that you are not interested in extending your Membership and your Membership will be terminated as of the last day of the agreed period. If you fail to terminate your Membership entered into for a

definite period of 1 (one) month in time, we will automatically extend it for 1 (one) month.

Example: Your Membership termination date is 20 March 2021. If you are not interested in extending your Membership by one more month, you must terminate it no later than on 13 March 2021 so that it terminates as of 31 March 2021.

If you fail to terminate your Membership in time, it will be automatically extended to 20 April 2021.

13.11.2 If you are not interested in extending your Membership entered into for a definite period of 12 (twelve) months, you need to select the "Terminate Membership" option in the Portal no later than 2 (two) months before the start of a new period of 12 (twelve) months. In this way you inform us that you are not interested in extending your Membership and your Membership will be terminated as of the last day of the agreed period. If you fail to terminate your Membership entered into for a definite period of 12 (twelve) months in time, we will automatically extend it for 12 (twelve) months.

Example: Your Membership termination date is 31 December 2021. If you are not interested in extending your Membership by one more year, you must terminate it no later than on 31 October 2021 so that it terminates as of 31 December 2021.

If you fail to terminate your Membership in time, it will be automatically extended to 31 December 2022.

13.12 Consumers' rights to withdraw from the Contract

13.12.1 Clients, who are Consumers, can withdraw from the Contract entered into with us through the Portal, in accordance with Section 1829 (1) of the Civil Code, within 14 (fourteen) days from entering into the Contract. The written withdrawal must be provably delivered to us within fourteen (14) days from entering into the Contract.

13.12.2 The withdrawal from the Contract becomes effective on the day of its delivery.

13.12.3 In case of a justified withdrawal from the Contract, we will refund the paid fees using the same method as for their payment within 14 (fourteen) days.

13.12.4 The use of the Membership benefits and/or provision of Services are services pursuant to Section 1834 of the Civil Code. If we have started providing Services to you upon your express request before the expiration of the withdrawal period, we will refund a proportional part of fees corresponding to the amount of Services provided before the withdrawal took effect.

13.12.5 If you used up the Membership and/or Services completely before the delivery of the withdrawal, you may no longer withdraw from the Contract.

13.13 You can terminate a Contract entered into for an indefinite period of time at any time through the Portal

without giving a reason. The period of notice is 3 (three) months and commences on the first day of the month following the month when you terminated the Contract.

Example: You terminate the Membership Contract for an indefinite period of time on 15 January 2021.

The period of notice commences on 1 February 2021 and terminates on 30 April 2021.

Your Membership will terminate on 30 April 2021.

13.14 Contract for a definite period of time may be terminated only if you cannot use any part of the Premises for more than 30 (thirty) consecutive calendar days for reasons solely on your part, provided that if you send us a written notice for rectification, we will not rectify this violation even within an additional period of 60 days, or a longer additional period, which is objectively necessary to arrange rectification, from the delivery of your written notice.

13.15 We can revoke a Contract made for both definite and indefinite period of time (i) with a notice period or (ii) without a notice period:

13.15.1 If a Client repeatedly breaches the Contract and/or these GTC despite warnings, we can revoke the Contract made for both definite and indefinite period of time by a written one-month notice commencing on the first day following the month of the revocation of the Contract.

13.15.2 If a Client materially breaches the Contract and/or these GTC, we can revoke the Contract made for both definite and indefinite period of time by a written notice without a notice period.

13.15.3 We will cancel your Customer Account on the day of the termination of the Contract in accordance with this Article.

13.16 The notice becomes effective by its delivery to the other Contracting Party.

13.17 Notwithstanding the foregoing, if the situation presumed in Article 13.12 of the Contract occurs, you are not entitled to withdraw from the Contract, if these facts arise as a result of Force Majeure, restrictions connected to COVID-19 or circumstances attributable to you.

14. PENALTIES

14.1 If you fail to pay any owed amount in time and you will be in arrears for more than 10 days of the calendar month following the due date, (i) you will be obliged to pay a contractual interest on late payment of 0.05% of the owed amount for each day of delay and at the same time (ii) we will be obliged to suspend your use of the Member's rights and Services until all owed amounts are paid.

14.2 If you breach your obligation related to the Deposit in accordance with Article 10.5.4 hereof, you are obliged to pay a contractual penalty as per the List of Contractual Penalties.

14.3 If you have breached any provision of the Contract and/or the GTC and this breach led to an early

termination of the Contract from our side under Article 13.14 hereof, you are obliged to pay a contractual penalty in the amount of the remaining fees that you would be obliged to pay from the day of the early termination to the day of the originally agreed expiration of the Membership.

- 14.4 If we are entitled, in accordance with the GTC, to demand a contractual penalty, this is without prejudice to our claim for damages, unless stipulated otherwise in the specific case.

15. LIABILITY

- 15.1 Clients are not entitled to bring valuable items, larger amounts of money and documents constituting the Client's trade secret, or documents the loss of which could cause damage to the Client, to the Premises. We are in no case liable for these items.
- 15.2 Items (except for valuable items, larger amounts of money and documents constituting the Client's trade secret, or documents the loss of which could cause damage to the Client) may be put only to the assigned lockers. Members are liable for securely locking their lockers.
- 15.3 We are only liable for damage to Client's property or health, if it was caused by direct, proved and fault-based violation of our or our employees' obligations.
- 15.4 We are not liable for (i) damage caused to you by another Client or a third party, (ii) your things brought to the Premises, including items kept in the lockers, (ii) any losses, losses of profits, losses of savings or any other losses or similar damages to the Clients.
- 15.5 The Clients are liable to us or other Clients for any damage caused by breaching the Contract, the GTC, the House Rules and/or legal regulations.
- 15.6 We recommend that the Clients enter into an adequate liability for damage insurance contract covering damage to persons' property and health, as well as business risks, including the insurance of damage caused by possible interruption of operation.

16. CONFIDENTIAL INFORMATION

- 16.1 The content of your contractual relationship is confidential in accordance with Section 1730 of the Civil Code and constitutes a Trade Secret in accordance with Section 504 of the Civil Code. You, us and our representatives or employees are obliged to keep the content confidential, except for situations described in the following article, not to disclose it or make otherwise available to third parties without a prior written consent of the other Contracting Party.
- 16.2 The obligation to maintain confidentiality of the content of our contractual relationship vis-à-vis third parties does not apply to the provision of information (i) to employees, members of statutory bodies, or shareholders or members of their groups, insofar as the provision of the information is absolutely necessary for the fulfilment or exercise of their rights, or (ii) to legal and tax advisers, auditors, banks and financial institutions, suppliers or contractual partners of the Contracting Parties, or members of their groups, and/or authorized state bodies, insofar as the provision of this information is necessary based on

applicable legal regulations, court decisions or requirements of relevant administrative bodies.

16.3 You are not entitled to issue any public notifications regarding the operation of the Building, the Premises and/or the Contract without our prior written consent.

16.4 Clubco is entitled to demand a Contractual Penalty as per the List of Contractual Penalties for breaching obligations under this Article.

17. COPYRIGHT

17.1 We are the exclusive owner of the Website.

17.2 The Website is a copyrighted work pursuant to Copyright Act. No. 121/2000 Sb., as amended, and we exercise all ownership rights to it.

17.3 Clients and other persons are not entitled to keep, modify, distribute or exercise any ownership rights to the content of the Portal and/or Website, unless we have given our prior consent to such conduct.

18. APPLICABLE LAW, SETTLEMENT OF DISPUTES

18.1 Any legal relationships arising based on or in relation to the Portal, including the Contract and related legal relationships, are governed by the Czech legal order, regardless the place from which the Portal was accessed and used.

18.2 You are aware that provisions of Section 556 (2), 557, 558 (2), 1748, 1752, 1765, 1766, 1949, 1951, 1953, 1971, 1977 to 1979, 1995 (2), 2000, and 2002 to 2004 of the Civil Code do not apply to our contractual relationship or to the Contract.

18.3 Any disputes arising from or connected to the Contract, including disputes regarding its validity, will be finally settled by Czech courts. A competent court having territorial jurisdiction for the municipal district of Prague 1 will be the first instance court for settling all disputes.

19. OTHER PROVISIONS

19.1 You are not entitled to share the Membership or Services with third persons or to let third persons (your visitors), whom we provided with temporary access upon your request, spend more than 3 (three) hours in the Premises, without our prior written consent. Clubco is entitled to demand a Contractual Penalty as per the List of Contractual Penalties for breaching this ban.

19.2 You are not entitled to assign the Contract or claim related to the Contract to another person without our prior written consent.

19.3 Clients are aware that they may be contacted by email, or via their phone number provided to us, for the purpose of setting up their Customer Account or entering into the Contract, in accordance with the terms and conditions for personal data processing published and freely available in the Portal.

- 19.4 Further, the Clients are aware that due to updates or reconstructions of the Portal, data stored in the Customer Account may be deleted. We are in no case liable for any deletion of information saved in the Customer Account.
- 19.5 In case of an evident technical error which may occur in the Portal, in particular a clearly incorrect amount of Membership and/or Service fee, or in case of an incorrectly updated offer, we are not obliged to provide you with the incorrectly stated or described Membership and/or Service or with the Membership and/or Services for the incorrect fees, and the Contract to which this error relates will not be made upon paying the Order or the Deposit. We will inform you about such an error as soon as possible, and, if possible, offer you an alternative solution.
- 19.6 By entering into the Contract, both Parties accept the risk of change of circumstances under which the Contract was entered into, and neither of us is entitled to claim any judicial review of circumstances of the Contract or possible termination of its effect due to material change of circumstances essential for entering into the Contract, unless the Contract stipulates otherwise.
- 19.7 Should any of the provisions of the Contract or the GTC be declared invalid, ineffective or unenforceable, this is without prejudice to other provisions, which remain valid, effective and enforceable to the maximum extent permitted by law. By entering into the Contract, we undertake to jointly replace such an invalid, ineffective or unenforceable provision by a new, valid, effective and enforceable provision the meaning of which should be as close as possible to the meaning of the invalid, ineffective or unenforceable provision being replaced.
- 19.8 By signing the Contract you declare that you are aware of the continuous spread of COVID-19 infection and related restrictions related to COVID-19, and you are aware that further restriction may be imposed by the Authorities and that third parties may adopt further measures in this regard. Further, by signing this Contract, you declare that the above facts do not constitute an initial impossibility to perform the Contract or a subsequent impossibility to perform in accordance with the Contract. Therefore, the Clients are not entitled to terminate the Contract early or to demand any discounts in connection with the facts above, unless expressly stipulated otherwise in this Contract.
- 19.9 Clubco is entitled to make image and/or video recordings in the Premises and use these recordings for its own promotion, which is approved by the Client by signing this Contract. The Client is not entitled to any compensation in this regard.
- 19.10 By signing each Contract the Client declares that:
- 19.10.1 They have legal capacity;
- 19.10.2 All information provided by the Client during the registration of their Customer Account and when completing the Order are up-to-date, true, complete, accurate and correct; and
- 19.10.3 After entering the Portal, the Client became familiar with the GTC, understands them and agrees with them.

19.11 A Member is obliged to inform the Company about any changes in personal and contact details stated in the Contract without undue delay after learning about them. 2.

19.12 Should any communication be sent in writing, in case of doubts, it is presumed that the written document sent by registered mail was delivered by the moment of delivering the document by the postal licence holder to the place where it can be taken over by the Member (i.e. including its placement to the Member's respective post office), and that an email was delivered by the moment of its delivery to the Member's email address.

20. CHANGES IN GTC

20.1 We can unilaterally change the GTC from time to time. We will propose a change in GTC particularly due to changes in legal regulations, to improve the quality of the Premises operation, Membership and/or offered Services or its extension, or due to a change in our business strategy. We will inform you about any changes in GTC by email. The message regarding the change in GTC will be sent to the email address provided in the Portal as your contact address, and published on the Website.

20.2 We will inform you about any changes directly related to the Membership and/or Services provided to you based on the Contract ("**A Relevant Change in GTC**") at least 14 days before they come into effect.

20.3 Clients are entitled to refuse the Relevant Change in GTC in writing no later than on the day preceding the day when the Relevant Change in GTC comes into effect. If the Client fails to do so, the Client is deemed to accept the proposed Relevant Change in GTC with effect as of the day proposed by us as the effective date.

20.4 Within 15 days from the delivery of your refusal, we are entitled to inform you that the GTC effective before the proposed change will apply to you and your effective Contracts. If we fail to do so, you will be entitled to withdraw from the Contract by sending a written notice within 15 days from the expiration of the period for providing the information in the previous sentence. In this case, the notice period is 1 (one) month and commences on the day of delivering the written notice to us.

20.5 The right to refuse changes in GTC applies only to the Relevant Changes in GTC.

20.6 We are entitled to perform changes in GTC other than Relevant Changes, in particular Membership and/or Service offers, changes in GTC in favour of the Clients, changes for information purposes which do not affect the rights and obligations of the Parties, unilaterally and with effect as of the day of notifying of such changes and/or publishing these changes on the Website. In the same way, we are entitled to make changes in the Price List, List of Contractual Penalties and House Rules with immediate effect.

21. FINAL PROVISIONS

21.1 Rights and obligations of the Contracting Parties regarding the rights arising from defective performance are governed by the Civil Code (in particular by Section 1914 to 1925, Section 2099 to 2117 and Section 2161 to 2174 of the Civil Code) and the Consumer Protection Act no. 634/1992 Sb.

- 21.2 The Czech Trade Inspection Authority with its registered office at Štěpánská 567/15, 120 00 Prague 2, company reg. No. 000 20 869, web: www.coi.cz
- 21.3 If any of the provisions hereof is or becomes invalid or ineffective, such an invalid and ineffective provisions will be replaced by a provision the meaning of which is as close as possible to the invalid provision. The invalidity and ineffectiveness of any provision is without prejudice to the validity and effect of other provisions hereof.
- 21.4 By signing the Contract, you declare that you are familiar with the GTC, you have read and understood them, and that you acknowledge them, and you express your free consent with entering into the Contract.
- 21.5 These General Terms and Conditions are effective as of November 24th of 2023.